



**HIGH POINT PARKS AND RECREATION
PVC SWIMMING POOL LINER
BID NO. 26-032311**

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NOTICE TO BIDDERS

Sealed proposals will be received by the Purchasing Division of the City of High Point, North Carolina in the third floor conference room (room number 302) of the Municipal Office Building, 211 S. Hamilton St., High Point, NC, 27261 until **2:00 p.m.**, Wednesday, **March 23, 2011**, at which time they will be opened and publicly read for furnishing of the following:

BID# 26-032311 PVC SWIMMING POOL LINER.

Quantities and related items are more thoroughly described herein.

Specifications are available at the Purchasing Office located in room 215 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina 27260.

Pre-bid Conference

There will not be a pre-bid conference scheduled for this bid. City staff will be available to answer questions related to the bidding process and PVC SWIMMING POOL LINER bid. Questions concerning bidding should be directed to the Purchasing Division, Tracey Adams, 336.883.3219; Technical and product questions, Parks and Recreation Department, Steve Ankelein, 336.883.3487.

The City reserves the right to reject any and all bids, as may in the judgment of the City, serve its best interest and the City further reserves the right to waive irregularities and informalities in any bid submitted.

In accordance with the Federal "Americans With Disabilities Act" (the Act), the City of High Point will not discriminate against individuals and will not do business with vendors who discriminate against such individuals in violation of the Act.

T. Robert (Bob) Martin
Purchasing Manager

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids:

- A. The City of High Point invites Bids of the form attached hereto, all blanks of which must be appropriately filled on.
- B. The City of High Point will receive Sealed Bids in the **Third Floor Conference Room** (room number 302) of the Municipal Office Building, 211 South Hamilton Street until 2:00 p.m., Wednesday, March 23, 2011, and then at said office publicly opened and read aloud.

2. Bidding Requirements and Conditions:

- A. All bid proposals must be placed in a sealed envelope and addressed to the Purchasing Division for the City of High Point. The envelope shall show the name and address of the Bidder for which the bid is being submitted, bid number, contract number, and the time and date of the bid opening in order to guard against premature opening.
- B. All hand carried bids are to be delivered to the office of the Purchasing Division of the City of High Point located in room number 215 of the Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina prior to the date and time scheduled for the bid opening as so advertised.
- C. Bidders who mail their Proposal shall address them as follows.

Tracey Adams, Buyer
City of High Point Purchasing Division
211 South Hamilton Street
High Point, North Carolina 27260

A mailed bid will be considered only if received prior to the date and time scheduled for the bid opening as so advertised.
- D. All pages bound within the Contract and Specifications are necessary parts thereof and shall not be detached, taken apart or altered.
- E. The City of High Point will consider non-responsive any Bid not prepared and submitted in accordance with the provisions herein.
- F. Bids submitted by facsimile will not be accepted.

3. Preparation of Bids:

- A. Each Bid document submitted must be presented on the prescribed forms. The full Bid booklet shall be submitted. The Bid documents should include the following forms completely filled out and executed:
 - 1. Bid Sheet
 - 2. Statement of Bidder's Reference List
 - 3. Authority to Execute Contract
- B. Each Bidder shall enclose in his Bid the following information:

Principals

Names
Address
City, State, and Zip Code

Firm

Name
Federal ID Numbers
Address
City, State, and Zip Code

- 4. Withdrawal of Bids:**
No bid may be withdrawn for a period of sixty (60) days from the actual date of the bid opening.
- 5. Inclusive Work:**
The PVC Swimming Pool Liner specifications and the prices named in the Bids will be considered to include all cost of manufacturing, furnishing, delivering, installing and all labor necessary for the incorporation of all materials into work and the use of all tools, machinery, and equipment of every name and description that is used in carrying out the specified product(s) under the Contract.
- 6. Alternative Bids:**
No alternative Bids will be considered unless alternative Bids are specifically requested.
- 7. Familiarity With the Requirements:**
Bidders are cautioned to carefully examine the Specifications and to review thoroughly before submitting their Bids. It is understood and agreed that the quantities given on the Bid forms are estimated, and no claim will be made against the City for any excess or deficiency, and no allowance will be made for the failure of the Bidder to meet these conditions.
- 8. Irregular or Conditioned Proposals:**
Bidders are cautioned to adhere strictly to the to the Specifications in submitting their tenders and it will be considered bad form to submit a Bid expecting concessions after being awarded the Contract by providing a car of lesser quality. Alternate proposals will not be considered without prior demonstration to the Parks and Recreation Department. Contact Steve Ankelein, Special Facilities Manager, 336.883.3487.
- 9. Bidder's References:**
The Bidder will be required to produce substantial evidence that he is properly qualified, to provide the quantity, quality and service work as set out in the Specifications. The qualifications required of all Bidders are as follows: (1) Provide reference list of at least five similar locations vendor is providing service including contact person, (City), address, phone numbers. (2) Confirmation that the vendor has the resources to provide the materials and product on schedule and the personnel available to provide required service. The Bidder's financial condition must be such as not to require aid from the City Council other than the final contract payment.
- 10. Contractor's Alternate Proposal:**
It is the intent of the Contract Documents to encourage competition. The base proposal must be on furnishing the equipment as specified and detailed. Any proposed substitution must have prior written approval by the Owner's Representative seven (7) days prior to bid for addendum.
- 11. Product Deliveries and Handling**
The contractor will deliver and install the product specified to the City on the date listed in the PVC SWIMMING POOL LINER contract.

12. General Introduction

Quality Assurance: The City of High Point reserves the right to reject any bid if the evidence submitted by, or if the investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract, and to provide the specified equipment and service, or if bidder does not possess the qualifications stated herein.

13. Awarding Contract:

- A. The award of the Contract will be made to the lowest responsible, responsive Bidder as soon as practicable. Basis of award will be the lowest total amount of the bids received for the Base Bid and any combination of alternative (s), inclusive, that the City elects to accept. The contract may be awarded to a responsible Bidder other than the lowest in the interest of standardization. The City Council will not consider any Bid or award of Contract to any person, firm, or corporation, who has defaulted in any obligation to the City or who, in the opinion of the Council, failed to perform their work satisfactorily, either as to character or time.
- B. When specifically requested by the City of High Point, a detailed financial statement will be required. The City of High Point shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligation under the Contract and the Bidder shall furnish the City of High Point all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of High Point that the Bidder is qualified to carry out properly the terms of the Contract.
- C. A conditioned or qualified bid will not be accepted.

14. Rejection of Bids:

The City reserves the right to reject any and all Bids or accept one or more bids if, in their opinion, it is in the best interest of the City.

15. Collusive Agreements:

Each Bidder submitting a Bid to the City of High Point for any portion of the requested equipment contemplated by the documents, on which Bidding is based, is affirming by their signature that they have not colluded with any other person, firm, or corporation in regard to any Bid submitted.

16. Equal Employment Opportunity:

Attention of Bidders is particularly called to the requirement of reinsuring that employees and applicants for employment are not discriminated against because of their race, religion, color, sex, or national origin.

17. Use of Brand Names and Alternates:

The use of a specific brand name, model, manufacturer, etc. within the specifications is used to establish the type, style, and quality level of the desired product. Bidders are not restricted to that particular manufacturer or model and may submit items equal in materials, construction quality, and performance to the named product. Whenever a

bidder wishes to propose an equal product, he shall submit it the City no later than seven (7) days before the bidding date, all shop drawings, material specifications, etc. Incomplete submittals, or submittals received after the deadline, shall not be considered.

Submittals are to be delivered to the City as indicated in the "Notice To Bidders". The City shall review all submittals and issue an Addendum to all documents holders no later than 5 days prior to the bid opening date.

Pre-approval of materials or equipment does not, in any manner, preclude the manufacturer from meeting the full requirements of the specifications, including any performance guarantees required, unless specific exceptions are noted in the pre-approval.

No Post-Bid substitutions shall be permitted except as herein provided.

The City reserves the right to be the sole judge of equivalency, and the decision of the City as to equivalency is final.

18. Sales Tax:

State and County sales taxes shall **not** be included in the Bid prices.

19. Insurance:

Coverage - During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation** - The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all bidder's employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability** - General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under-insured motorist; and \$1,000.00 medical payment.

- d. **Requirements:** Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance

coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the City of High Point Purchasing Department.

20. **Business License**

- a. The successful bidder shall be required to obtain and maintain a City of High Point Business License.

BIDDER'S REFERENCES

PVC SWIMMING POOL LINER:

☐ 5 years or less

☐ 10 years

☐ 15 + years

References:

Location _____

Address _____

Phone# _____

Contact Person _____

Location _____

Address _____

Phone# _____

Contact Person _____

Location _____

Address _____

Phone# _____

Contact Person _____

Location _____

Address _____

Phone# _____

Contact Person _____

SPECIFICATIONS

PVC SWIMMING POOL LINING AND INSTALLATION

SECTION 1.0

1.1 GENERAL CONDITIONS

- A. Product: a 15 year warranted, UV and Chemical Stabilized 60 mil thick (70 mil with embossing) polyester scrim reinforced, PVC pool renovation membrane with special components providing maximal UV and chlorine resistance, with acrylic stain guard topcoat and is based upon a performance specification. Products bid will be in compliance with the product and installation requirements in this specification.
- B. The individual components and installation criteria described below consists of a complete polyester webbing reinforced PVC membrane lining to be installed in accordance with these specifications and drawings. Material rolls of reinforced PVC membrane shall be custom fit and fuse welded together using Leister hot air hand welders and machine welders (or approved equal). Termination of the PVC system shall occur as shown on the project drawings. Upon completion, the pool lining system shall provide a waterproof lining of the existing pool over the poly felt complete with all necessary hardware, fittings, attachments, flanges, gaskets and all appropriate pool markings as required by applicable state pool codes. All existing pool markings inside the liner zone shall be replaced with full markings in accordance with owner's requirements.

SECTION 2.0

2.1 SUBMITTALS

- A. Shop Drawings: Show fabrication and connection details for all connections to existing pool structure.
- B. Provide standard catalogue sheets and installation instructions for each item specified.
- C. Provide 2' x 2' samples of PVC Membrane for testing purposes if required, 10.5 oz felt, PVC coated Stainless Steel, countersunk fastener to be employed at flanges, and marking samples and a 1' x 1' sample of the adhesive attaching the PVC to the Felt under layer. Also supply 4 - 2" x 2" PVC to Felt samples for water testing of adhesive bond. Adhesive must hold felt to PVC to felt after a 24 hour water immersion test.

- D. Provide written documentation of project foreman certification.

- E. Contract Closeout Submittals:
 - 1) Provide Care and Maintenance Guide.
 - 2) Provide copy of the supplier's 15-year PVC material warranty. Warranty should completely cover the material against leakage, delaminating, bubbling, pitting, shearing, tearing, cracking or crazing or any material workmanship or defects. The warranty must include the above plus include a 15-year weld warranty on all PVC welding including targets, racing lanes and markings. In the event of failure of the lining system the bidder shall repair or replace the damaged section at no cost to the owner.

SECTION 3.0

3.1 QUALITY ASSURANCES

- A. Pool material supplier and the actual pool membrane manufacturer shall have both been engaged in the manufacture of PVC membranes for use in Swimming Pools for a minimum of Ten Years. Manufacturer shall employ only 100% virgin vinyl throughout the manufacturing process. All PVC membrane components shall be from the same manufacturer to assure compatibility of components and weld ability over time. Products manufactured using recycled materials shall not be allowed.
- B. Contractor must demonstrate a minimum of 15 pools of similar size installed by its staff-utilizing site built PVC reinforced PVC membrane materials.
- C. The installation crew provided by the installer shall be certified competent in installing PVC membrane materials by the membrane supplier and shall have at minimum of two years experience welding PVC membranes for pool applications.
- D. Pre-Award Material Chlorine Testing. A 2' x 2' sample of the actual material to be employed on the subject project shall be provided for the purpose of testing prior to project award. Sample shall be subjected to a 24-hour chemical resistance test simulating extreme exposure to 100% powdered trichlor chlorine. A small 3" x 3" sample of all products submitted in accordance with these bid instructions shall be placed in a shallow plastic container with water and a ½ teaspoon of 100% trichlor in powder form shall be applied to the surface of each material and left undisturbed for a period of 24 hours. Fading, material condition and durability of the samples shall be evaluated by the owner and shall be used in final evaluations. A sample of actual materials employed on the project may also be tested to confirm the material quality of products actually employed.

- F. Post Installation UV Testing. An important consideration of this proposal is extreme ultra-violet resistance of the primary PVC lining material. The owner may elect to conduct a special UV test on the PVC membrane material actually employed on the project. This material will be subjected to a 4,000-hour Zenon Bulb UV durability accelerated weathering test.

If the test results (which will be conducted in an independent lab) demonstrate that the material has been significantly negatively impacted (faded, checked, discolored, burned or deteriorated in any way) by this 4,000 hour Zenon Bulb accelerated weathering test, then the membrane system provider and installer hereby agree to either; replace the liner system with a material that does meet the rigors of the above tests that is acceptable to the owner or to provide a cash payment equaling 50% of the PVC liner portion of the bid on this project. The opinion of the independent testing lab shall prevail and be binding in the event of a dispute in regards to this issue.

- G. Bidders shall initial each item, execute and return the enclosed PVC Liner Bidder Certification and Representation Sheet. Failure to include this sheet properly executed shall invalidate the bid.

SECTION 4.0

4.1 PRODUCTS AND MATERIALS

- A. The material manufacturer shall have been engaged in the formulation and manufacture of reinforced PVC membranes for use in commercial pools for greater than 10 years.
- B. All individual components utilized to renovate the project pool shall be completely compatible with the pool environment and shall be supplied by one supplier as a system to assure compatibility and to assure a single source of responsibility. All PVC membrane components shall be from the same manufacturer to assure identical formulations, weld compatibility, and to ascertain identical product molecular weights. An approximately .3-mil coating of stain guard acrylic top coating shall be factory applied as a topcoat to reduce soiling in the field and to make the liner easier to clean.
Material shall possess an embossed standard slip resistance throughout the pool to provide slip resistance to pool bathers or as required by the owner, and an extra aggressive slip resistant material on steps, gutters and at zero depth entry areas to 2' deep.
- C. Material Specifications shall be provided meeting or exceeding the following Physical Properties of the specified system.

SECTION 5.0

5.1 DELIVERY, STORAGE AND HANDLING

- A. All materials required for the completion of this project shall be delivered to the project site in a manner designed to prevent damage. No hooks or forks shall be used for unloading. The contractor shall perform unloading of all materials. Materials shall be stored in a flat, dry area in a manner that will not damage them. All materials provided are to be new and in unopened packaging.

SECTION 6.0

6.1 PROJECT SITE CONDITIONS

- A. The contractor to a level in accordance with the supplier's requirements shall prepare project site. All burrs and rough edges shall be ground smooth or covered, pits and voids shall be filled with a vinyl concrete patch compound. All working cracks, expansion joints or voids shall be isolated from the 10.5 oz poly felt layer above by the installation of rigid stainless or plastic strips. All oil and tar must be removed from the pool or covered with appropriate isolation materials.

SECTION 7.0

7.1 WARRANTY

- A. The flexible PVC membrane system shall be warranted by the supplier for workmanship, materials, and shall be specifically warranted to not delaminate, pit, crack, require additional sealing, tear, or become structurally unsuitable for its intended purpose for a period of (15) fifteen years. Additionally, the contractor shall warrant against delaminating at all heat welds at seams and racing lanes for a period of (15) fifteen years. In the event the material should become unusable during this period, the manufacturer and installer agree to repair or replace the defective sections at no cost to the owner.

SECTION 8.0

8.1 PRODUCT SPECIFICATIONS

- A. Description: RenoSys Infinity Series polyester reinforced PVC membrane Pool Renovation Membrane System.
- B. Compound: Extended use 50-year life expectancy Maximal UV resistance, chlorine impervious PVC compounded for the pool environment. Product shall

be compounded with permanent plasticizers, UV inhibitors, and antifungal agents and .3-mil acrylic soil resistant top coating.

- C. Reinforcement: Non-wicking Polyester scrim fabric 1000 Denier yarn 9X9 per inch count. Ref #: #10233 S06760 60 mil Pool Membrane (Infinity Series) factory applied. Acrylic top coating is designed to make surface cleaning easier and to minimize soiling. The material shall be applied with the nonskid/textured side out as required by the owner in the floor area and on all gutter and step areas to provide slip resistance. All welds shall be accomplished with hot air welding. No solvent welding of PVC materials shall be allowed on this project.

Double stick Mylar tapes are not permitted under the liner on this project. Seams shall be tacked, a continuous air entrapment weld shall be applied continuous on all welds, and then a minimum 3/4" wide weld shall be installed. No burning of the material shall be permitted.

- B. Racing lanes, targets and marking strips shall be provided by the supplier and colored black. All markings shall be as per owner and State of North Carolina Swimming Pool regulations.
- C. An anti microbial product fully compatible with the PVC membrane shall be sprayed or rolled on under the felt material to discourage microbial growth under the system.
- D. Adhesives that are not weakened when exposed to water immersion and that are fully compatible and suitable for bonding to the PVC material and the felt layer shall be provided that are designed to chemically bond to the PVC material and to fully attach the Geotextile fabric to the pool walls, steps, ramps and floor.

All poly felt is to be bonded to the pool. Additionally all PVC material employed on all pool walls and in dive hoppers shall be fully adhered as a condition of these specifications. Any adhesives that are water-soluble shall not be allowed under the scope of these bid documents to prevent the geotextile fabric from shifting under the membrane. PVC adhesive shall be further designed to be resistant to Plasticizer migration. Adhesive on project shall be water impermeable RenoBond or Nordot 34 only. It is the intentions of the owner to have the contractor provide a project where the PVC is fully adhered to the felt on all walls, steps ramps and pool floor.

Tacking of the PVC wall and floor sections to PVC metal strips is not permitted. The owner will not accept proposals for non-adhered systems.

- E. An under layer of 10.5 oz felt shall be installed fully adhered with the specified adhesive throughout the entire pool.
- F. PVC coated Stainless Steel metal or as required to for installation terminations. Galvanized PVC coated steel shall not be permitted for use on this project.

- G. Trim poly felt and compress liner around perimeter as detailed in the shop drawing installation details.
- H. Flanges at all penetrations shall be constructed of Type I Exterior grade Hard PVC Sheet and custom fabricated, radiused, and drilled as required for use at all

membrane penetrations. Flanges will be custom fabricated to fit as close to existing pool fittings as is practical and possible based on substrate conditions around penetrations. All bolts used to fasten any compression bar shall be countersunk to allow for a flush installation. All metal fasteners employed shall be Stainless steel.

- I. 4" to 6" wide Plastic or Stainless Steel 25 gauge plate shall be installed over all active expansion joints and working cracks.
- J. Caulking shall be installed where shown on shop drawing installation details, and shall be Novagard Underwater Grade Caulk or prior approved equal. Caulking shall only be used at pool penetrations and terminations and shall not be employed for joining seams.
- K. Membrane supplier shall provide complete care instructions, PVC underwater patch kit, warranty certificate and spare material as might be required. Owner's agent is also to be trained in the proper method of repairing the membrane.

SECTION 10.0

10.1 EXAMINATION

- A. Installation crew shall inspect the pool surface at the beginning of the project and shall advise owner as soon as practicable of any existing conditions which might affect the satisfactory installation of the pool membrane lining product.
- B. The pool shall be prepared for the installation of the membrane in accordance with the supplier's technical data and these specifications.

SECTION 11.0

11.1 INSTALLATION AND APPLICATIONS

- A. Installation shall be performed by installers certified competent by the supplier whose experience is fully in compliance with the terms of these specifications. The PVC membrane installation shall be completely supported by the structural walls in all respects. The material shall be completely supported by structural walls at all corners and wall/floor junctures before the pool is filled. Due to the inordinate stress induced at seams, and fittings by water pressure stretch fitting- in no case shall gaps, voids or spaces be allowed behind the membrane before water is added.

- B. The installation procedures employed in the execution of this project are to be fully in accordance with the supplier recommendations and current Technical Data. If any terms or conditions of this contract contradict recommended procedures of the manufacturer or supplier, work will be performed in accordance with manufacturers and supplier requirements however written notice of any variances from these specifications must be provided to the project architect in advance of any actual work performed in the field.
- C. Work is to be performed as follows:
- a. Prepare pool surface as per specifications and suppliers recommendations.
 - b. Span any cracks or voids with Stainless Steel sheet 25 ga. or 1/8th inch hard plastic plate and pin in place with appropriate fasteners.
 - c. Apply sanitizing agent.
 - d. Apply adhesive to pool walls and floors where required and attach 10.5 oz poly felt to all walls and floor. Trim at compression fittings.
 - e. Apply poly felt material throughout pool with water insoluble adhesives.
 - f. Install Stainless Steel coated PVC Steel per shop drawings.
 - g. Apply PVC membrane to pool as detailed in the plans and overlap weld (allowing a 2" overlap) with a minimum 3/4" wide weld. All hand welding is to be performed with a Leister hot air welder. No Solvent welding, glue welding or THF Swell agent welding is permitted on this project. No voids at wall/floor junctures shall be permitted in this installation. No double stick tapes are permitted.
 - h. Provide PVC markings, targets, racing lanes, logo etc. as required and directed by plans and code. End Targets shall be fully bonded to the wall.
 - i. Attach Compression flanges and gaskets as shown on the drawings or in accordance with supplier's recommendations. Bolt spacing shall not be greater than 3" O.C. All fastener heads shall be countersunk.
 - j. Prime and caulk the perimeter termination and wherever else required to make for a suitable and proper watertight fitting.
 - k. Inspect all seams in the pool with a roofing probe to ascertain that there are no false welds, pinholes or missed areas. Seal all seam edges with edge sealant if required in installation bulletins.
 - l. Broom clean pool and surrounding deck area. Remove any marks or dirty spots. Remove all trash and debris to the owners dumpster.
 - m. Provide a service and care session of approximately one hour with the owners designated agent. Provide patch kit, care instructions in a written format, plus 100 square feet of color matched patch material.
 - n. Trim all through wall fittings and floor drains no more than 1/16th inch around the circumference of the pipe and main floor drain frames. Seal with adhesive specified.
 - o. Trim around all steps and benches within the pool walls no more than 1/16th inch from edge ceramic tiles.
 - p. Terminate liner at bottom edge of pool gutters as shown in shop drawings.

Special Conditions

The following conditions are for the purpose of supplying materials and installation of a PVC swimming pool liner per the stated specifications contained in this bid document.

1. The amount due from the City of High Point shall be remitted to the Contractor by the City of High Point within 30 days of installation, provided proper billing is received.
2. The Contractor shall carry for its protection liability insurance covered as follows:
 - a. Single limit liability of at least One Million Dollars (1,000,000) bodily injury and property damage
 - b. Worker's compensation insurance for all employees/agents of the contractor
 - c. The Contractor shall provide a certificate of insurance certifying that the above listed insurance coverage's are in force and provided by a company acceptable to the City of High Point.
3. Upon request the contractor will provide documentation of training and (PPE) personal protective equipment for employees using equipment, adhesives and materials used in the installation of the pvc swimming pool liner.
4. The contractor will have on site and maintain MSDS sheets for all materials, adhesives, solvents in a readily accessible location.
5. The contractor will follow all required practices for work place safety per OSHA regulations.
6. The contractor will immediately report any serious injuries to its employees to the owner's designate.

Completion Date

1. The completion date for the PVC Swimming Pool Liner installation is May 1, 2011.

BID FORM FOR BID NUMBER 26-032311

To the Mayor and City Council of the City of High Point
High Point, North Carolina

Gentlemen:

The undersigned, having carefully examined the Specifications, Instructions to Bidders, and the Form of Contract attached hereto, all of which are fully understood and hereby agreed to, proposes to furnish all materials, labor, and equipment necessary to complete in strict accordance with the above mentioned Contract Requirements for the proposed: **Bid #26-032311**
PVC SWIMMING POOL LINER

The undersigned proposes to enter into a contract in accordance with this Bid on the contract forms attached for the following:

PVC SWIMMING POOL LINER:

The bidder will provide and install a pvc swimming pool liner with a 15 year warranty per the specifications in this bid booklet for the sum of:

\$ _____ .00

ALTERNATE:

The bidder will provide and install a pvc swimming pool liner with a 10 year warranty per the specifications in this bid booklet for the sum of:

\$ _____ .00

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Federal Identification Number: _____

Signature of Authorized Representative: _____

Above Signature (printed): _____

Date: _____

CONTRACT AGREEMENT

THIS CONTRACT made this _____ day of _____, 20 ____, by and between _____ (a corporation organized and existing under the laws of the State of North Carolina), hereinafter called the *Vendor*, and the City of High Point, hereinafter called *The City*.

WITNESSETH, that the *Vendor* and *The City*, for the consideration stated herein, mutually agree as follows:

Article 1 – Statement of Work – The *Vendor* shall furnish all supervision, technical personnel, labor, materials, tools, equipment, and services described in the specifications and special conditions for, **Bid Number 26-030011 PVC SWIMMING POOL LINER**, all in strict accordance with the Contract Documents, including all Addenda thereto.

Article 2 – The Contract Price – The City of High Point will pay the contractor for the performance of the Contract in current funds for the total quantities described, at the lump sum price stipulated in the Bid.

Article 3 - Contract Documents, The executed contract documents shall consist of the following:

- | | |
|----------------------------------|-----------------------|
| a. Change Orders and Supplements | f. Signed Copy of Bid |
| b. This Agreement | h. Special Conditions |
| c. Addenda to Bid Documents | i. Specifications |
| d. Invitation for Bids | |
| e. Instruction to Bidders | |

This Agreement, together with other documents enumerated above, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provisions of any other component part, the provisions of the component part first enumerated above, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in __4__ original copies on the day and year first above written.

Attest:

Vendor

Witness

By: _____
Company Official

Witness

Title

Street Address

City/State

City of High Point, North Carolina
The City

The City Clerk

By: _____
Mayor

Corporate Certification

I, _____ certify that I am the _____ of the corporation named as the *Vendor* herein, and that _____ who signed this Agreement on behalf of the *Vendor*, was then _____ of said corporation; and further that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

APPROVAL BY CITY ATTORNEY

Approved as form and legality:

_____ Date _____
Fred P. Baggett, City Attorney

APPROVAL BY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the local Government Budget and Fiscal Control Act.

_____ Date _____
Jeffrey A. Moore, Director, Financial Services

AUTHORITY TO EXECUTE CONTRACT

If the Bidder is a Corporation, attach to this page a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Contract contained within this document on behalf of the Corporation.